

**\* \* REASONS FOR AMENDMENTS AND REMARKS \* \***

Applicants wish to acknowledge with appreciation the Examiner's analysis and efforts in examining this application.

As a preliminary matter, the Examiner objected to Claims 7 and 8 because of minor informalities. Claim 7 has been amended pursuant the Examiner's suggestions and Claim 8 has been cancelled. Accordingly, withdrawal of these objections is respectfully requested.

On pages 3 and 4 of the Official Action, the Examiner rejected Claims 8-10, 12, 13, 16, 18 and 19 under 35 U.S.C. § 112 first paragraph. With respect to Claim 8, lines 17-18, (and Claims 9, 10, 12, 13, 16, 18 and 19 either directly or indirectly dependent thereon), the Examiner alleges recitation of "a panel section on the longitudinally-extending floor identifiably by a plurality of seams that is selectively removable from the floor" (emphasis added) constitutes new matter as not supported by the original disclosure since only a single seam (66 in Fig. 7) was originally disclosed and the common and not common perforated edges that make up the removable portions (52, 54, 56, and 58 in fig. 7) are not "seams" as per the conventional definition thereof (see attached one sheet from <http://dictionary.reference.com/browse/seams> which defines the word "seams" as "a line of junction formed by sewing together two pieces of material along their margins; a similar line, ridge, or groove made by fitting, joining, or lapping together two sections along their edges; a suture; a scar, a line across a surface, as a crack, fissure, or wrinkle; or a thin layer or stratum, as of coal or rock.").

Reconsideration and withdrawal of this rejection is respectfully requested. Although Claim 8 has been cancelled, the following argument is relevant to Claim 1, as amended. The "plurality of seams" is disclosed in the specification (See Figs. 7-8) and the Applicants' use of the term "seam" is not contrary to the common everyday meaning of the term. For example, in the dictionary definition which the Examiner cites, "seams" (or a "seam")

include(s) “a similar line, ridge, or groove made by fitting, joining, or lapping together two sections along their edges.” As shown in annotated Fig. 7 attached hereto, there exists a section 1, a section 2, and a similar line, ridge or groove, joining sections 1 and 2 along their edges, precisely consistent with the definition of the term “seam.” There is nothing inconsistent with the claimed use of “seams,” support in the specification, and the dictionary definition. Also attached hereto is a printout from the same source used by the Examiner defining the word “seam” which is simply the singular version of the claimed word “seams.” As shown here, further definitions include “any line formed by abutting edges,” “any linear indentation or mark,” and “joint consisting of a line formed by joining two pieces.” What is shown in Figs. 7 and 8, along with their accompanying descriptions in the specification, fits within those definitions.

The basis for the rejection consists solely of the identification of the dictionary definition and a conclusion the term “seams” is not consistent with the conventional definition. There is actually no argument why or how no “seams” are disclosed. In particular, there is no analysis demonstrating why or how the lines shown in Fig. 7 and the accompanying descriptions are so far afield from the definition of “seams” that the Applicants cannot be their own lexicographer. Applicants’ use does not go against the common everyday meaning, as alleged on page 6 of the Office Action. If for no other reason, the lines 60 are “linear” marks per the definition.

As the rejection is not believed supported in the Office Action, no response is actually required. (See MPEP § 2142 “If the Examiner does not produce a *prima facie* case, the applicant is under no obligation to submit evidence of non-obviousness.”) In the interest of moving the application forward, Applicants nonetheless responded. If the rejection is sustained with a basis for doing so, a new non-final rejection is respectfully requested. In any event, withdrawal of this rejection to Claim 8 (as applied to Claim 1), as well as to Claims 12 and 18 which also include the term “seams” as noted by the Examiner, is respectfully requested.

On pages 4-8 of the Official Action, the Examiner rejected Claims 1, 3, 6, 7-10, 12, 13, 16, 18 and 19 under 35 U.S.C. § 112, second paragraph. The recitation of “another channel liner apparatus” in Claim 1 is vague, indefinite, and confusing as lacking antecedent basis and the Examiner suggested deleting the word “apparatus”.

Claim 1 has been amended pursuant the Examiner’s suggestion. Withdrawal of this rejection is, therefore, respectfully requested as to this claim, and all dependent claims.

Regarding Claim 1, line 27, the Examiner continued that the recitation of “another longitudinally-extending receptacle” is vague, indefinite, and confusing as lacking antecedent basis because it is not clear if this one of the longitudinally-extending receptacles introduced is lines 7-8 or if it is in addition to those longitudinally-extending receptacles already recited.

Claim 1 has been amended which cancelled the language at issue in this rejection, so withdrawal of the same is respectfully requested.

The Examiner further alleges that in Claim 3, lines 2-6, the recitation of “a connector having a first portion that is configured to be partially fitted in the first transverse opening of the first longitudinally-extending receptacle and having a second portion that is configured to be partially fitted in another longitudinally-extending receptacle through its first transverse opening” (emphasis added) is vague, indefinite, and confusing as lacking antecedent basis. The Examiner asserted that although Claim 1, lines 7-8, introduces longitudinally-extending tubular receptacles on each longitudinally-extending edge, no “first longitudinally-extending receptacle” has been designated so that it is not clear if the recitation of “the first longitudinally-extending receptacle” refers back to the receptacles recited in Claim 1 or is in addition thereof. The same goes for the recitation of “another longitudinally-extending receptacle” (i.e., is it the same “another longitudinally-extending receptacle” recited on line 27 of Claim 1 or is it in addition thereto?).

In light of the amendments to Claims 1 and 3, this rejection is believed moot. Accordingly, withdrawal of the same is respectfully requested.

Regarding Claim 6, line 1, the Examiner determined that the recitation of "The landscaping channel liner of Claim 4" is vague, indefinite, and confusing since Claim 4 has been cancelled.

Claim 6 has been amended to depend from Claim 1. Withdrawal of this rejection is, therefore, respectfully requested.

Regarding Claim 8, line 13, the Examiner claimed the recitation of "a connector engaged with the receptacle" is vague, indefinite, and confusing as lacking antecedent basis since in lines 9-10 more than one receptacle has been introduced so that it is not known which of the receptacles the connector is engaging.

Claim 8 has been cancelled making this rejection moot, so withdrawal of the rejection is respectfully requested.

Regarding Claim 8, lines 17-18, the Examiner asserted that recitation of "a panel section on the longitudinally-extending floor identifiable by a plurality of seams that is selectively removable from the floor" (emphasis added) is vague, indefinite, and confusing since the only "seam" that has been disclosed is shown in Fig. 7, by reference numeral "66" and the common and not common perforated edges that make up the removable portions (52, 54, 56, and 58 in Fig. 7) are not "seams" as per the conventional definition thereof. The Examiner continued that while Applicants are allowed to be their own lexicographer, they cannot use words in a manner that goes against the common everyday meaning of the term.

As discussed previously, a statement concluding removable portions 52, 54, 56 and 58 are not "seams" as per the conventional definition thereof or goes against the common everyday meaning, is not an analysis and is respectfully believed incorrect. To the contrary, and

as previously discussed, the removable portions from Fig. 7 satisfies the definition precisely, let alone being at least commensurate with the definition. Withdrawal of this rejection (as it pertains to Claim 1 as amended) is, thus, respectfully requested. Again, if the rejection is to be sustained with new analysis, it is respectfully requested that the Office Action be non-final. The Applicants' arguments are being made notwithstanding the lack of basis for the original rejection, so Applicants should be afforded the opportunity to respond to a fully explained argument.

Regarding Claim 10, line 3, the Examiner asserted that the recitation of "the channel liner apparatus" is vague, indefinite, and confusing for lacking antecedent basis and the Examiner suggested deleting the word "apparatus."

Claim 10 has been cancelled, so withdrawal of this rejection is respectfully requested.

Regarding Claim 12, line 1, the Examiner alleges that the recitation of "The landscaping channel liner apparatus of Claim 11" is vague, indefinite, and confusing for lacking antecedent basis (i.e., the Examiner suggested deleting the word "apparatus") and because Claim 11 has been cancelled (i.e., the dependency of the claim must be changed).

Claim 12 has been amended to cancel the word "apparatus" and change dependency to Claim 1. Accordingly, withdrawal of this rejection is respectfully requested.

Regarding Claim 12, line 2, the Examiner asserted that the recitation that "the seam of the panel section is perforated" is vague, indefinite, and confusing as lacking antecedent basis since Claim 8 recites that a plurality of seams form the panel section and, therefore, it is not known which single seam of the plurality of seams is being referred to. The Examiner concluded the recitation is further vague, confusing and indefinite since a "seam" is not perforated according to the common everyday meaning of the word "seam".

Reconsideration of this rejection is respectfully requested. Claim 12 has been amended to recite a "plurality of seams" consistent with Claim 1. Also the term "seam" is supported in the specification as previously discussed, particularly given the Examiner's reliance on the dictionary meanings. Withdrawal of this rejection, therefore, is respectfully requested.

Regarding Claim 13, line 2, the Examiner again alleges that the recitation of "the connector interference fits in the receptacle" is vague, indefinite, and confusing as lacking antecedent basis since it is not known which of the more than one receptacle that the connector is interference fitting with.

In light of the amendments to Claim 1, as well as the amendment to Claim 13, withdrawal of this rejection is respectfully requested. The term "receptacle" was made plural referring to all the receptacles.

Regarding Claim 18, lines 3-4, the Examiner alleges that the recitation that "the panel section includes a plurality of interior panel sections each defined by a plurality of seams" is vague, indefinite, and confusing because the plurality of interior panel sections (removable portions 52, 54, 56, 58) are defined by perforated edges (see specification, page 9, lines 8-11), not seams. The Examiner further concluded that it is not clear how one is to distinguish between the plurality of seams forming the panel section and the plurality of seams forming the interior panel sections and what the difference is between them or if there is any difference (i.e., if no difference, then should not be recited twice).

In light of the amendments to Claim 18, as well as Claim 1, it is respectfully believed that this rejection is now moot. Withdrawal of the same is, therefore, respectfully requested.

Regarding Claim 18, lines 4-6, the Examiner asserted that the recitation of "a longitudinally-extending seam portion from a seam from each interior panel section forms a

coincident seam with one of the seams from the panel section” is vague, indefinite, and confusing for lack of antecedent basis (i.e., it is not clear if “a seam” from each interior panel section refers back to the plurality of seams defining the plurality of interior panel sections or is in addition thereto) and since the wording of this claim does not appear to make sense. The Examiner asked if the longitudinally-extending seam portion and the coincident seam the same thing?

Again, in light of the amendments to Claim 18, it is respectfully believed this rejection is now moot and withdrawal of the same is respectfully requested.

Regarding Claim 19, lines 2-3, the Examiner alleges that the recitation “the longitudinally-extending floor comprises a seam extending from the first transverse open end to the coincident seam” (emphasis added) is vague, indefinite, and confusing as lacking antecedent basis because it is not clear if “a seam” refers back to the seams recited in Claim 18 or is in addition thereto. The Examiner concludes that the seam (66) is not really a seam according to the dictionary definition of the word “seam,” and that although the Applicants are allowed to be their own lexicographer, they cannot use words in a way that goes against the common everyday meaning of the terms.

Reconsideration of this rejection is respectfully requested in light of the amendment to Claim 19 and the arguments regarding the term “seam.” In addition, seam 66 does separate two sections and is “a similar line” between those two sections consistent, if not precise, with the definition. Again, reconsideration of withdrawal of this rejection is respectfully requested.

On pages 8-11 of the Office Action the Examiner rejected Claims 1, 3, and 7 under 35 U.S.C. § 103(a) for being unpatentable over Blattert (German Patent Application Publication No. DE 35 15 654 A1) (“Blattert”) in view of Reum et al. (U.S. Patent No. 4,761,923) (“Reum”). Regarding Claim 1, the Examiner alleges that Blattert discloses a

landscaping channel liner (10 in Fig. 1) comprising: a longitudinally-extending trough (formed by sidewalls 12 and 13 and floor 11) having a longitudinally-extending floor (11) located between opposed longitudinally-extending sidewalls (12, 13) extending therefrom, and having first and second opposed transverse open ends (at left and right ends of 10 in Fig. 1) formed from the floor (11) and sidewalls (12, 13); wherein each of the sidewalls (12, 13) defines a longitudinally-extending edge (where 14 and 15 meet 12 and 13, respectively) located opposite the longitudinally-extending floor (11); a longitudinally-extending tubular receptacle (14, 15) that is located on each longitudinally-extending edge (where 14, and 15 meet 12 and 13, respectively), wherein the edge (where 14 and 15 meet 12 and 13, respectively) is located between the receptacle (14, 15) and sidewall (12, 13), and each receptacle (14, 15) having first and second transverse openings (at left and right ends of 14 and 15) having a cylindrical cross-section (see Fig. 1); wherein the second transverse opening of each receptacle (14, 15) extends to the transverse open end formed from the floor (11) and sidewalls (12, 13); wherein the first transverse opening of one of the longitudinally-extending receptacles (14 or 15) is configured to face the second transverse opening of another longitudinally-extending receptacle (14 or 15; and wherein the first transverse opening of one of the longitudinally-extending receptacles (14 or 15) is connectable with the second transverse opening of another longitudinally-extending receptacle (14 or 15).

The Examiner concedes that Blattert fails to explicitly disclose that the first transverse opening of each receptacle terminates short of the first transverse open end formed from the floor and sidewalls, such that a portion of the edge extends between the first transverse opening and the first transverse open end; wherein a portion of the floor and sidewalls located adjacent the first transverse open end is configured to overlap a portion of the floor and sidewalls located adjacent the second transverse open end of another channel liner apparatus.

The Examiner further alleges, however, that Reum discloses a landscape edging apparatus (Figs. 19-21 embodiment) having sidewalls (body 13 excluding tubular top rail 14)



which each have a receptacle (14) on longitudinally-extending edges (where sidewalls meet 14) thereof, wherein the first transverse opening (left-most end of right-most 14 of Fig. 1) of the receptacle (14) terminates short of the end of the sidewall (see right-most 11 in Fig. 1), such that a portion of the edge (above 16a in right-most 11 of Fig. 1) extends between the first transverse opening (left-most end of right-most 14 of Fig. 1) and the first transverse open end (left of 16a, 16b, 16c or right-most 11 in Fig. 1), and wherein a portion of the sidewalls (16a, 16b, 16c of right-most 11 in Fig. 1) located adjacent the first transverse open end is configured to overlap a portion of the sidewalls (15a, 15b, 15c of right end of left-most 11 in Fig. 1) located adjacent the second transverse open end of another channel liner apparatus.

The Examiner concluded it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the landscaping channel liner of Blattert by replacing the connection system of Blattert (i.e., Fig. 3 of Blattert shows a connector 32 which functions to connect two of the landscaping channel liners 10, 10 of Fig. 1 in end-to-end abutment) with the connection system of Reum (i.e., interlockingly nestable sidewalls 13, 13, cut-out portions of receptacles 14, 14, and interference fit fluid connector 71) in order to be able to provide a simpler to assemble and more cost efficient connection system having less parts and to provide a more secure connection system between adjacent channel liners so that there is less chance of separation at abutted ends (see Reum, col. 5, lines 37-44 which teaches the desirability of nesting the end portions of the sidewalls to facilitate installation and co-axial alignment of mating sections), while still maintaining the spraying water function of Blattert (see water outlets 16 in Fig. 1).

In light of the following arguments and previously discussed amendments, reconsideration and withdrawal of this rejection is respectfully requested. With respect to the Examiner's basis for combining Blattert with Reum, it appears to be based on the position that replacing Blattert's single connector 32 with sidewalls 13, 13, cutout portions of receptacles 14, 14, and interference fluid connectors 71, would a) create a simpler design, b) use fewer parts, c)

be more cost efficient, and d) provide a more secure connection. On its face, this motivation or basis objectively fails. Substituting a single monolithic connector 32 with multiple components 13, 13, 14, 14, and multiple 71s does not reduce the number of components used to connect to planting boxes 10 together. The exact opposite is true. The combination creates more parts, not "less parts." There is also nothing simple about substituting a single connector with a multitude of connectors. Whether the system costs less by adding the several components, as opposed to the single component, cannot be concluded from the submitted evidence. Setting aside for a moment that reducing cost by substituting a single component with multiple components is intuitively problematic, a comparative cost analysis, not merely conclusory statements, would have to be made to support such a rejection. Obviousness analyses must be complete and detailed and not merely based on speculation, particularly when it comes to relative costs as a motivating factor. See *KSR v. Teleflex, Inc.*, No. 04-1350 (U.S. Apr. 30, 2007).<sup>1</sup> There is nothing in the record, and the Examiner points to nothing, that indicates the combination the Examiner suggests would cost less than the structure shown in Blattert alone. To make this basis, hard data needs to be submitted, which in this case none is provided. Similarly, whether substituting the connection means described in Reum to the connection means of Blattert produces a more secure connection is nothing more than speculation. Simply citing a section of text from Reum and concluding that it is better than the connection in Blattert is, again, speculation.

Nevertheless, it is noted that Claim 1 has been amended to include a removable panel section on the longitudinally-extending floor between the first and second longitudinally-extending receptacles, but not between the portion of the edges that extends between the first transverse openings and the first transverse open end. This is so that when the second landscape

---

<sup>1</sup> Often, it will be necessary . . . to look to interrelated teachings of multiple patents; the effects of demands known to the design community or present in the marketplace; and the background knowledge possessed by a person having ordinary skill in the art, all in order to determine whether there was an apparent reason to combine the known elements in the fashion claimed by the patent at issue. To facilitate review, this analysis should be made explicit. [*Id.*, slip op. at 14 (emphasis added)].

channel liner overlaps a portion of the floor of the landscape channel liner, the removable panel section is not covered by the second landscaping channel liner. This is not shown in any of the prior art cited including Mason and Block. It is noted that the combination cited by the Examiner does not teach or disclose an overlapping floor, let alone an overlapping floor with the removable panel located away from that overlapping section. Such features are unique to the claimed invention. Therefore, either the combination of Blattert and Reum and/or Mason and Block teach or disclose this feature. It is, therefore, respectfully requested that this rejection be withdrawn.

As to Claim 3, the Examiner alleges that Blattert in view of Reum discloses the landscaping channel liner of Claim 1 as discussed above, and the resulting landscaping channel liner from the combination of Blattert and Reum also discloses a connector (71 of Reum) having a first portion (right half of 17 in Figs. 19-20 of Reum) that is configured to be partially fitted in the first transverse opening (end of 14 of right-most 11 of Figs. 19-20 of Reum) of the first longitudinally-extending receptacle (right-most 14) and having a second portion (left half of 71 of Reum) that is configured to be partially fitted in another longitudinally-extending receptacle (right end of leftmost 11 of Fig. 1 of Reum) through its first transverse opening.

This rejection is believed moot in light of the amendments and arguments with respect to Claim 1, as well as the amendments made to Claim 3. Accordingly, it is respectfully requested this rejection be withdrawn.

As to Claim 7, the Examiner alleges that Blattert in view of Reum discloses the landscaping channel liner of Claim 3 as discussed above, and the resulting landscaping channel liner from the combination of Blattert and Reum, also discloses that the connectors (71 of Reum) interference fits in the respective longitudinally-extending receptacles.

This rejection is believed moot in light of the previously discussed amendments and arguments. Accordingly, withdrawal of this rejection is respectfully requested.

On pages 12-13 the Examiner rejected Claim 6 under 35 U.S.C. 103(a) as being unpatentable over Blattert in view of Reum as applied to Claim 1 above, and further in view of Thomas (U.S. Patent No. 5,315,780) ("Thomas"). As to Claim 6, the Examiner alleges Blattert in view of Reum discloses the landscaping channel liner of Claim 1. The Examiner nonetheless concedes, however, that neither Blattert nor Reum explicitly disclose spikes that extend from at least one of the sidewalls and that Thomas discloses a landscape edging apparatus (10 in Figs. 1-4, or 100 in Fig. 5) having spikes (20) extending from at least one of the sidewalls. The Examiner concluded that it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the landscaping channel liner of Blattert in view of Reum to include spikes through the sidewall as taught by Thomas in order to provide surer anchoring of the landscaping channel liner in the ground.

In light of the previous amendments and arguments discussed herein, it is respectfully believed this rejection is moot and withdrawal of the same is respectfully requested.

On pages 13-18 of the Office Action the Examiner rejected Claims 8-10, 12, 13, and 16 under 35 U.S.C. § 103(a) as being unpatentable over Blattert in view of Reum and Mason, III (U.S. Patent No. 5,379,558) ("Mason"). As to Claim 8, the Examiner alleges that Blattert discloses a landscaping channel liner (10 in Fig. 1) comprising: a longitudinally-extending trough (formed by sidewalls 12, 13 and floor 11) having a longitudinally-extending floor (11) located between opposed longitudinally-extending sidewalls (12, 13) extending therefrom, and having first and second opposed transverse open ends formed from the floor (11) and sidewalls (12, 13); wherein the longitudinally-extending floor (11) is configured to be supported by ground in a channel, along its length; wherein each of the sidewalls (12, 13) defines a longitudinally-extending edge (wherein 14, 15 meet 12, 13 respectively) located opposite the longitudinally-extending floor (11); a longitudinally-extending receptacle (14, 15) located on each of the longitudinally-extending edges (wherein 14, 15 meet 12, 13 respectively); and a connector (34 or 35 in Fig. 3) engaged with the receptacle (14, 15), extending therefrom and

located over, spaced apart from and positioned substantially parallel to the longitudinally-extending edge (wherein 14, 15 meet 12, 13 respectively).

The Examiner concedes that Blattert fails to explicitly disclose:

(1) that the longitudinally-extending receptacle terminates prior to termination of the longitudinally-extending edge; and

(2) that a panel section on the longitudinally-extending floor identifiable by a plurality of seams that is selectively removable from the floor, wherein when the panel section is removed, the resulting opening in the floor is configured to receive a fence post which extends through the opening.

The Examiner alleges that Reum discloses a landscaping apparatus (Figs. 19-21 embodiment) having two longitudinally-extending portions (11, 11 in Fig. 1), each having longitudinally-extending receptacles (14, 14) on longitudinally-extending sidewalls (13, 13), the longitudinally-extending receptacles (14, 14) for mating with a connector (71), wherein the rightmost longitudinally-extending receptacle (14) terminates prior to termination of the longitudinally-extending edge (above 16a) so as to allow for nesting of the sidewalls (13,13). The Examiner further alleges that Mason discloses a ground cover mat (110 in Figs. 4 and 5) comprising a panel section (118) on the longitudinally-extending floor (114) identifiable by a plurality of seams (see 118) that is selectively removable from the floor (114), wherein when the panel section (118) is removed, the resulting opening in the floor (114) is configured to receive a fence post which extends through the opening (see Fig. 4).

The Examiner concluded it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the landscaping channel liner of Blattert by:

(1) replacing the connection system of Blattert (i.e., Fig. 3 of Blattert shows a connector 32 which functions to connect two of the landscaping channel liners 10, 10 of Fig. 1 in

end-to-end abutment) with the connection system of Reum (i.e., interlockingly nestable sidewalls 13, 13, cut-out portions of receptacles 14, 14, and interference fit fluid connector 71) in order to be able to provide a simpler to assemble and more cost efficient connection system having less parts and to provide a more secure connection system between adjacent channel liners so that there is less chance of separation at abutted ends (see Reum, col. 5, lines 37-44 which teaches the desirability of nesting the end portions of the sidewalls to facilitate installation and co-axial alignment of mating sections), while still maintaining the spraying water function of Blattert (see water outlets 16 in Fig. 1); and

(2) including a panel section on the longitudinally-extending floor having a plurality of score lines or perforation so as to be selectively removable from the floor as taught by Mason in order that when the panel section is removed, the resulting opening in the floor of the channel liner is configured to receive a fence post which extends through the opening so that the landscaping channel liner is usable in lawn having existing posts that the landscaping channel liner must be fit around.

Despite having cancelled Claim 8, limitations from that claim appear in the newly amended Claim 1. Indeed, and as previously discussed, the combination of Blattert and Reum not only fails to make the claimed combination, but the basis for the combination as simpler, using less components, more cost efficient, and more secure connection, is not believed sufficient basis for the obviousness rejection. Accordingly, it is respectfully requested there be reconsideration and withdrawal of this rejection.

Regarding Claim 9, the Examiner alleges that Blattert in view of Reum and Mason discloses the landscaping channel liner of Claim 8 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum, and Mason also discloses a receptacle (14 or 15 of Blattert) from a second landscaping channel liner (see Fig. 3, wherein Blattert discloses a "connector" to connect two landscaping channel liners 10, 10 end-to-end)

engages the connector (71 of Reum) by fitting between the longitudinally-extending edge (where 14, 15 meet 12, 13, respectively, of Blattert) and the connector (71 of Reum).

This rejection is believed moot in light of the preceding amendments and arguments. Accordingly, reconsideration and withdrawal of this rejection is respectfully requested.

Regarding Claim 10, the Examiner alleges that Blattert in view of Reum and Mason discloses the landscaping channel liner of Claim 8 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum, and Mason also discloses that the floor of a second landscaping channel liner overlaps a portion of the floor of the landscaping channel liner apparatus. It is the Examiner's position that if the receptacles (14, 15) of the channel (10) of Fig. 1 of Blattert were modified by terminating either the left or right ends of the receptacles (14, 15) prior to the corresponding left or right ends of the longitudinally-extending sidewalls (12, 13) as taught by Reum, then the resulting landscape channel liner would inherently or necessarily overlap or nest the floor in addition to the sidewalls.

Claim 10 has been cancelled, mooted this rejection.

As to Claim 12, the Examiner alleges that Blattert in view of Reum and Mason discloses the landscaping channel liner of Claim 8 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum and Mason also discloses that the seam or perforations or score lines (118 of Mason) of the panel section (118 of Mason) is perforated (see col. 5, lines 4-28 of Mason).

In light of the preceding arguments and amendments, it is respectfully believed this rejection is now moot. Reconsideration and withdrawal of the same is, therefore, respectfully requested.

As to Claim 13 (and as best understood despite the 35 U.S.C. § 112 first and second paragraph lack of written description and indefiniteness, respectively, discussed above), Blattert in view of Reum and Mason discloses the landscaping channel liner of claim 8 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum and Mason also discloses that the connector (71 of Reum) interference fits in the receptacle (14, 14 of Reum).

In light of the preceding arguments and amendments, it is respectfully believed this rejection is now moot. Reconsideration and withdrawal of the same is, therefore, respectfully requested.

As to Claim 16, the Examiner alleges that Blattert in view of Reum and Mason discloses the landscaping channel liner of Claim 8 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum, and Mason also discloses the panel section (118 of Mason) includes a plurality of interior panel sections (118, 118, . . . of Mason) each of which is selectively removable from the floor (114 of Mason).

In light of the preceding arguments and amendments, it is respectfully believed this rejection is now moot. Reconsideration and withdrawal of the same is, therefore, respectfully requested.

The Examiner rejected Claims 18 and 19 under 35 U.S.C. § 103(a) as being unpatentable over Blattert in view of Reum and Mason as applied to Claim 8 above, and further in view of Block et al (U.S. Patent No. 6,446,400) ("Block").

As to Claim 8, the Examiner alleges that Blattert in view of Reum and Mason discloses the landscaping channel liner of Claim 8 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum, and Mason also discloses that the panel section includes a plurality of interior panel sections (118, 118 . . . of Figs. 4-5 of



Mason, III) each defined by a plurality of seams (score lines), wherein the seams make the interior panel sections quadrilaterally shaped (see Figs. 4-5 of Mason showing quadrilaterally shaped sections). The Examiner conceded that none of Blattert, Reum and Mason explicitly disclose a longitudinally-extending seam portion from a seam from each interior panel section forms a coincident seam with one of the seams from the panel section. The Examiner further alleged, however, that Block (see Fig. 5 embodiment) discloses a longitudinally-extending seam portion from a seam from each interior panel section forms a coincident seam (leftmost seam near 30 of score patterns 42) with one of the seams from the panel section.

The Examiner concluded it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the landscaping channel liner of Blattert in view of Reum and Mason by making the plurality of panel sections have a common perforated edge as taught by Block instead of being co-axial as disclosed in Mason in order to retain the set-back distance of the post from the edge of the landscaping channel liner, but simply allow for different sizes or diameters of posts.

As previously discussed, this rejection will be discussed in context of the amendments to Claim 1. Nowhere in the teachings of Block, or Mason, for that matter, are there disclosures of the claimed configuration of the removable panel sections being on the floor of the landscaping channel liner between the first and second longitudinally-extending receptacles, yet not between the edges that extend from the first transverse openings and first transverse open end. (See Fig. 7.) Accordingly, reconsideration and withdrawal of this rejection is respectfully requested.

As to Claim 19, the Examiner alleges that Blattert in view of Reum, Mason, and Block discloses the landscaping channel liner of Claim 18 as discussed above, and the resulting landscaping channel liner from the combination of Blattert, Reum and Mason also discloses that the longitudinally-extending floor (114 of Mason) comprises a seam (122 of Mason) extending

from the first transverse open end (left or right end of trough 10 of Blattert) to the coincident seam (near 30 of Block).

In light of the preceding arguments and amendments, it is respectfully believed this rejection is now moot. Reconsideration and withdrawal of the same is, therefore, respectfully requested.

If upon consideration of the above the Examiner should feel that there remain outstanding issues in the present application that could be resolved, the Examiner is invited to contact Applicants' patent counsel at the telephone number given below to discuss such issues.

To the extent necessary, a petition for an extension of time under 37 C.F.R. §1.136 is hereby made. To the extent additional fees are required, please charge the fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account No. 02-1010 (20794/82667) and please credit any excess fees to such deposit account.

Respectfully submitted,

/GSC/  
Gregory S. Cooper  
Reg. No. 40,965  
Direct Line (260) 425-4660